



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON ALASKA
1046 MARKS ROAD #6000
FORT WAINWRIGHT, ALASKA 99703-6000

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY GARRISON ALASKA AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE DISASSEMBLY OF THE BAILEY BRIDGE (FAI-02138)
AT
FORT WAINWRIGHT, ALASKA**

MOA-WC1SH5-1902-S

WHEREAS, the United States Department of the Army (Army), acting through United States Army Garrison Alaska (USAG Alaska), determined that the disassembly of the Bailey Bridge (FAI-02138) constitutes an undertaking (Undertaking) subject to Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 CFR § 800, as amended; and

WHEREAS, this Undertaking will involve the disassembly of the Bailey Bridge connecting the southwest section of the cantonment with the training lands east of the cantonment; and

WHEREAS, USAG Alaska defines the Undertaking's Area of Potential Effect (APE) as the immediate vicinity surrounding the Bailey Bridge (see Attachment A); and

WHEREAS, USAG Alaska determined the Bailey Bridge (FAI-02138) eligible for listing to the National Register of Historic Places and the Alaska State Historic Preservation Officer (SHPO) concurred on 22 February 2018; and

WHEREAS, USAG Alaska determined that the Undertaking will have an adverse effect on the Bailey Bridge, but will not adversely affect any other known historic properties, and consulted with the SHPO pursuant to 36 CFR § 800, the regulation implementing Section 106 of the NHPA (54 U.S.C. § 306108); and

WHEREAS, USAG Alaska has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, USAG Alaska invited the National Park Service (NPS) to participate in the consultation in accordance with 36 CFR § 800.3(f) and they declined on 22 April 2019; and

WHEREAS, USAG Alaska invited the Fairbanks North Star Borough Historic Preservation Commission (HPC) [representing the Certified Local Government] and the Tanana-Yukon Historical Society to participate in the consultation in accordance with 36 CFR § 800.3(f) and they accepted on 22 April 2019 and agreed to enter into this MOA as concurring parties; and

WHEREAS, USAG Alaska notified and invited the Federally recognized tribes of Village of Dot Lake, Healy Lake Village, Nenana Native Association, Northway Village, Native Village of Tanacross, and Native Village of Tetlin to consult regarding the Undertaking pursuant to 36 CFR § 800.3(f) by letter on 11 April 2019 and no tribes accepted the invitation to consult nor requested to sign this MOA as a concurring party; and

WHEREAS, USAG Alaska provided the public with information on the Undertaking and an opportunity to consult through USAG Alaska Environmental Website; and

NOW, THEREFORE, USAG Alaska and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties:

STIPULATIONS

USAG Alaska shall ensure that the following measures are carried out:

I. MITIGATION

A. Historic American Engineering Record (HAER) Level II: USAG Alaska Cultural Resources staff will undertake documentation of the Bailey Bridge following the Historic American Engineering Record (HAER) Level II guidelines and completed by appropriate staff meeting the Secretary of the Interior's Professional Standards. All fieldwork for the HAER will be performed prior to the commencement of disassembly. A draft will be supplied to the SHPO within 18 months of the bridge's disassembly for a review of 30 days, after which time USAG Alaska Cultural Resources staff will consider any comments and produce a final draft which will be submitted to the National Park Service for review and submission to the Library of Congress, the SHPO, and the concurring parties upon request, no later than two (2) years following disassembly of the bridge.

B. Report on the use of Bailey Bridges in Alaska: USAG Alaska Cultural Resources staff will provide to the SHPO, and the concurring parties upon request, a report containing information relating to the use of the Bailey Bridge within Alaska including its history, prevalence, and continued usage. A draft will be supplied to SHPO and HPC within 18 months of the bridge's disassembly for a review of 30 days, after which time USAG Alaska Cultural Resources staff will consider any comments and produce a final draft, due to SHPO, and the concurring parties upon request, no later than two (2) years following disassembly of the bridge. One print copy and a digital version will be made available to SHPO and interested concurring parties.

C. Monograph on the Fort Wainwright Bailey Bridge: USAG Alaska Cultural Resources staff will produce a monograph for a general public audience discussing the Fort Wainwright Bailey Bridge. A draft will be supplied to SHPO and HPC within two (2) years of the bridge's disassembly for a review of 30 days, after which time USAG Alaska Cultural Resources staff will consider any comments and deliver a final draft, due to SHPO, and the concurring parties upon request, no later than three (3) years following disassembly of the bridge. Following completion, the monograph will be made available by pdf on the USAG Alaska Environmental Website and in print. One print copy and a digital version will be made available to SHPO and interested concurring parties.

II. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, USAG Alaska shall provide all parties to this MOA a summary report by email detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in USAG Alaska's efforts to carry out the terms of this MOA.

III. POST REVIEW UNANTICIPATED DISCOVERIES

If potential historic properties are discovered or there are unanticipated effects to historic properties, USAG Alaska shall implement the discovery plan included as Attachment B.

IV. DISPUTE RESOLUTION

A. Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, USAG Alaska shall consult with such party to resolve the objection.

B. If USAG Alaska determines that such objection cannot be resolved, USAG Alaska will forward all documentation relevant to the dispute, including USAG Alaska's proposed resolution, to the ACHP. The ACHP shall provide USAG Alaska with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USAG Alaska shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories or concurring parties, and provide them with a copy of this written response. USAG Alaska will then proceed according to its final decision.

C. If the ACHP does not provide its advice regarding the dispute within the 30-day time period, USAG Alaska may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USAG Alaska shall prepare a written response that takes into account any timely comments regarding the dispute

from the signatories or concurring parties to the MOA and provide them and the ACHP with a copy of such written response.

D. USAG Alaska's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

V. AMENDMENT

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VI. TERMINATION

A. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation V. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

B. If this MOA is terminated and prior to work continuing on the Undertaking, USAG Alaska must either (a) execute a new MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7, and USAG Alaska shall notify the signatories as to the course of action it will pursue.

VII. ANTI-DEFICIENCY ACT

All requirements set forth in this MOA requiring the expenditure of USAG Alaska funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. § 1341). No obligation undertaken by USAG Alaska under the terms of this MOA will require or be interpreted to require a commitment to expend funds not obligated for a particular purpose.

VIII. DURATION

A. This MOA shall become effective upon execution by the signatories and will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, USAG Alaska may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V.

B. If the undertaking is not executed or cancelled by USAG Alaska, the Stipulations described in Section I Mitigation will no longer be required unless the project was not cancelled prior to activities adversely affecting historic properties.

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EXECUTION of this MOA by USAG Alaska and the SHPO and implementation of its terms is evidence that USAG Alaska has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

Signatories:

U.S. ARMY GARRISON ALASKA

By: 

SEAN N. FISHER
COL, AR
Commanding

Date: 11 JUL 2019

ALASKA STATE HISTORIC PRESERVATION OFFICER

By: 

JUDITH E. BITTNER
State Historic Preservation Officer

Date: July 18, 2019

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Concurring parties:

FAIRBANKS NORTH STAR BOROUGH – HISTORIC PRESERVATION COMMISSION

By: Molly Proue
MOLLY PROUE
Chair

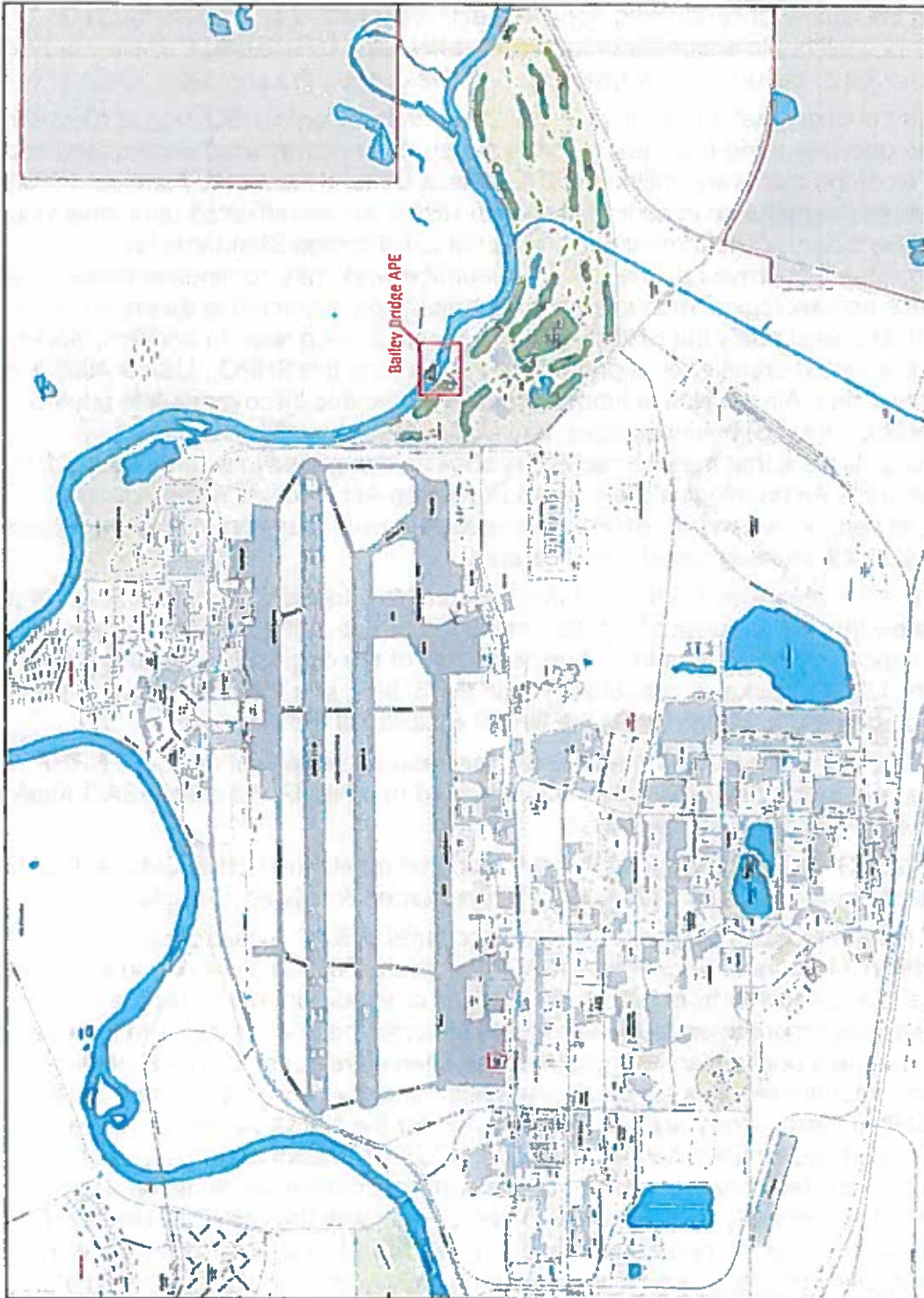
Date: 9/23/2019

TANANA-YUKON HISTORICAL SOCIETY

By: Ronald K. Inouye
RONALD INOUE
President

Date: 10/2/2019

ATTACHMENT A
AREA OF POTENTIAL EFFECT



ATTACHMENT B

POST REVIEW AND UNANTICIPATED DISCOVERIES PLAN

A. In the course of conducting approved activities, USAG Alaska and/or their contractors shall not intentionally or knowingly affect (such as remove, disturb, or cause to be removed or disturbed) any historic properties outside the approved scope of work.

B. In the event that a previously unidentified archaeological resource is discovered during ground-disturbing activities, all ground-disturbing activity shall immediately cease in the area of the discovery until the USAG Alaska Cultural Resource Manager (CRM) can evaluate the resource in coordination with USAG Alaska-affiliated personnel who meet the Secretary of the Interior's Professional Qualification Standards for Archeologists. If approved by the CRM, subsurface work may continue in areas where subsurface archaeological resources are not reasonably expected to be encountered. USAG Alaska shall notify the SHPO within 24 hours of discovery. In addition, work may resume in affected areas after approval by the CRM and the SHPO. USAG Alaska shall notify appropriate Alaska Native tribes regarding applicable discoveries and related actions within three (3) business days, and USAG Alaska shall ensure that any archaeological work that may be necessary shall be completed in accordance with the NHPA, and the Archaeological Resources Protection Act, codified at 54 U.S.C. § 300101, et seq., as amended (ARPA). Construction work may continue in the project area outside the archaeological resource area.

C. USAG Alaska, the SHPO, and the Alaska Native tribes, if they so request, shall immediately inspect the work site to determine the nature and area of the affected archaeological resource. Within 10 business days of the original notification of the discovery, USAG Alaska, in consultation with the SHPO, and the Alaska Native tribes where appropriate, shall determine the NRHP eligibility of the resource.

D. If it is determined that the archaeological resource does not meet the NRHP Criteria as set forth at 36 CFR § 60.4, as amended (the NRHP Criteria), USAG Alaska may resume work in the affected area.

E. If USAG Alaska determines that the resource meets the NRHP Criteria, USAG Alaska shall comply with 36 CFR § 800.13(b) as expeditiously as possible.

F. If human remains are inadvertently discovered; USAG Alaska shall notify the SHPO within 24 hours of discovery. USAG Alaska shall cease all work and ensure that the remains are secured from further disturbance or vandalism until after the appropriate law enforcement authorities have ensured that the remains are not related to any crime, and until a plan for treatment has been developed. If USAG Alaska determines that the remains are Native American, the Garrison Commander shall immediately undertake any actions necessary under the Native American Graves Protection and Repatriation Act, as amended. If USAG Alaska determines that the remains are not Native American, and do not warrant criminal investigation, USAG Alaska shall immediately notify the SHPO and consult with the SHPO to identify descendants or other interested parties, if any. USAG Alaska, in consultation with the SHPO and any interested parties, shall develop a plan for the respectful treatment and disposition of the remains.

G. If during the course of the undertaking there are any unforeseen or unanticipated effects to historic properties, USAG Alaska shall initiate consultation pursuant to 36 CFR § 800.13 to resolve the unforeseen effects.